

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KEVIN D. FISHER

Plaintiff,

vs.

CHRISTOPHER RADKO, a natural person,

RAUCH CORPORATION, a North Carolina
Corporation,

Defendants

07 Civ. 9239 (SCR) (GAY)

STIPULATION FOR RELEASE,

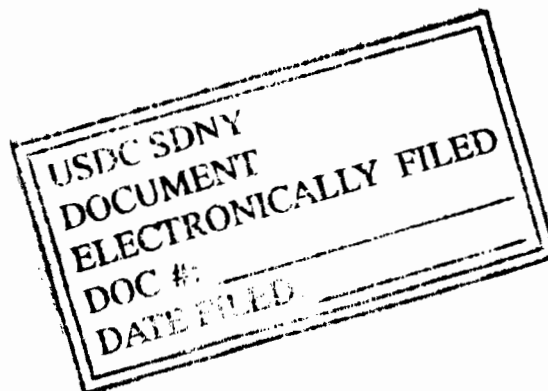
DISMISSAL AND JUDGMENT ON CONSENT

WHEREAS, plaintiff, Kevin D. Fisher ("FISHER") and defendant, Rauch Industries, Inc. s/h/a Rauch Corporation ("RAUCH") desire amicably to settle their differences with respect to the claims asserted in the above-entitled litigation (the "Action"),

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel for FISHER and RAUCH, as follows:

(1) The parties hereby stipulate, consent and agree that a one-time payment of two thousand Dollars and zero Cents (\$2,000.00) shall be made by RAUCH to FISHER upon signing this Agreement.

(2) The parties hereby stipulate, consent and agree to the entry of a consent order and judgment (the "Consent Order"), in favor of FISHER and against RAUCH, in the amount of \$8,000 (Eight Thousand Dollars), in the form annexed hereto as Exhibit A.



(3) FISHER shall accept the stipulated consent order and judgment in full and complete settlement of all claims against RAUCH that were asserted or could have been asserted in the within litigation.

(4) In consideration for the Consent Order, FISHER shall execute a Stipulation of Dismissal of this Action with prejudice pursuant to Fed. R. Civ. P. 41(a) and upon counsel's execution of this stipulation, RAUCH shall cause to be filed a stipulation of dismissal with prejudice in the form annexed hereto as Exhibit B.


(5) Notwithstanding the dismissal of this Action, Rauch shall provide such reasonable cooperation to FISHER in connection with his prosecution of claims against Christopher Radko.

(6) Except as otherwise set forth herein, for valuable consideration received, the sufficiency and adequacy of which are hereby acknowledged, the parties hereby fully and forever release and do hereby relinquish, waive, release, acquit and forever discharge each other from and against any and all claims, disputes, actions, charges, contractual obligations, controversies, complaints, causes of action, rights, demands, suits, debts, damages, judgments or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, which FISHER and RAUCH ever had, now have, or hereafter can, shall or may have against each other, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world up to the day of the date of this Stipulation.

(7) FISHER and RAUCH shall each bear his or its own costs.

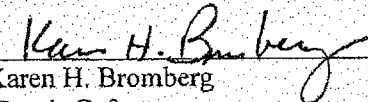
Dated: May 14, 2008

DELAIN & LIEBERT, PLLC

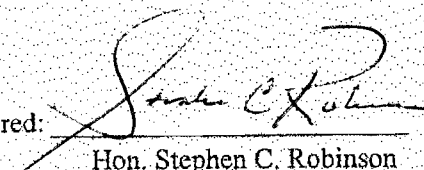
By: 
Nancy Baum Delain
400 Clifton Corporate Parkway, Suite 470
Clifton Park, New York 12065
Telephone: (518) 371-4599
Facsimile: (518) 874-5086
nbdelain@ipattorneyfirm.com

Attorneys for Plaintiff Kevin D. Fisher

COHEN & GRESSER LLP

By: 
Karen H. Bromberg
Damir Cefo
100 Park Avenue, 23rd Floor
New York, New York 10017
Telephone: (212) 757-7600
Facsimile: (212) 957-4514
kbromberg@cohengresser.com
dcefo@cohengresser.com

*Attorneys for Defendant Rauch Industries,
Inc. s/h/a Rauch Corporation*

So Ordered: 
Hon. Stephen C. Robinson
United States District Judge

Dated: 